

INFORMATION PAPER

AETV-GE
12 April 2005

SUBJECT: Introduction to Maneuver in Germany and New NATO States

1. Purpose. Provide a brief overview of the essential elements of off-installation maneuver training in the US Army Europe Area of Responsibility.

2. Discussion.

a. Maneuver Generally. V (US-GE) Corps Maneuver and Consequence Management, also known as the US Forces Executive Agency for Maneuver, is responsible for the coordination and the conduct of all off-installation land, airborne, and waterborne training operations, for all service components in Germany and throughout the US Army Europe Area of Responsibility. These off-installation maneuvers are an essential tool for commanders to hone war-fighting and peace support skills, training in live environments, under realistic field conditions, in doctrinal formations and depths, in unfamiliar manmade and natural terrain. Given on-installation, Major and Local Training Area limitations (proximity, size and characteristics, scheduling constraints) and the unique qualities of off-installation live environments, commanders must rely on off-installation maneuver to meet their training needs. The means for obtaining maneuver areas vary widely throughout the theater with unique, country-by-country legal considerations, including, property rights, public safety, environment, claims responsibilities, etc. The highly refined and well-settled international and domestic laws which underpin maneuver operations in Germany are a useful model and benchmark for future stationing efforts.

b. Maneuver in Germany. US and other Germany-based Forces enjoy unrivalled access to off-installation, live environments throughout the States of former West Germany (some restrictions apply in the former East). V (US-GE) Corps approves and coordinates up to 600 maneuvers in Germany each year (all services and various unit sizes, types, echelons). Employment of tracks, heavy wheels and pyrotechnics are permitted and there is no limit on the number of separate maneuvers that may be conducted. In CY 2005, we will conduct, on average, one battalion-size Maneuver each month (see attached Info Paper, 1 AD Maneuver in Hessen, 19 Feb 05). The main expressions of maneuver rights, privileges, immunities and obligations are the German Federal Requisitioning Law-Third Part- Maneuver (Bundesleistungsgesetz Dritter Teil – Manöver) § 66 – 70, 73 – 83; Supplementary Agreement to NATO SOFA with Germany, Articles 45 and 46; and the separate Agreement to Implement Paragraph 1 of Article 45 (Abkommen zur Durchführung des Artikels 45 Absatz 1) also known as “IA 45.1”, which details “procedures for notification, coordination and authorization of maneuvers”. Essential elements of Article 45 (and 46) and IA 45.1:

(1) German Federal Ministry of Defense reserves maneuver approval authority for larger than brigade-size units, for non-stationed battalion-size units and above and, pursuant to the Treaty on the Final Settlement in Respect to Germany (“Two Plus Four Treaty”), all maneuver in the new Federal (former East) German States.

(2) Sending States (US Forces Executive Agent for Maneuver and Sending States counterparts) are extended maneuver approval authority for brigade-size and below, with a duty to notify specified regional federal military and State civil authorities with a lead time based on maneuvering unit sizes: Company - 4 weeks; battalion - 6 weeks; brigade - 8 weeks. There is no limit on the number of separate maneuvers that may be conducted simultaneously.

(3) No compensation-for-use is required (or given) for maneuvers on public or private property in Germany. Maneuver damage claims are processed, settled, shared (75%-25%) and paid pursuant to NATO SOFA Article VIII and host nation law.

c. Maneuver in the New NATO States. In recent years, V (US-GE) Corps Maneuver and Consequence Management/ US Forces Executive Agency for Maneuver has worked with the other theater-level proponents (Agreements, Exercises, Logistics, Contracting, Claims, Real Estate, Judge Advocates, and others) for every US Forces exercise conducted in Poland, Czech Republic, Romania and Bulgaria. These states do not afford a legal “umbrella” of well-defined training rights, privileges and immunities comparable to Germany or other states where Supplementary

SUBJECT: Introduction to Maneuver in Germany and the New NATO States

SOFAs obtain. This requires a separate Implementing or Exercise Support Agreement (ESA), for each individual training event. These efforts are resource intensive- human, capital, material, and time. Numerous conferences, site surveys, and recons are required to mold details of law, finance, operations and logistics into a final product. The average timeline is 12 months. Absent the solid foundation of a well-negotiated Supplementary Agreement, host nations consistently treat each new event as a fresh opportunity to ignore or reinterpret the NATO SOFA (where it applies), and sound past practices (where they exist), in pursuit of “better bargains” or on shifting policy grounds. Based on methods devised for exercises in Poland, a USEUCOM-endorsed, standard method for obtaining off-installation maneuver areas has emerged. To date, employment of heavy tracks, heavy wheels and pyrotechnics has been as permissive as in Germany. Employment of aircraft has been, on occasion, more permissive than in Germany. A necessary pre-condition for every exercise is host nation agreement to apply NATO SOFA Article VIII, 75%-25% cost-sharing for maneuver damage claims settlements. An important distinction from practice in Germany is the need to separately negotiate and pay for all real property used for off-installation maneuver training; consequently, we add Real Estate Contracting Officers to our Combined Maneuver Management (Maneuver, Claims and Real Estate Officer) Teams (in Germany, Real Estate plays no role). This now standard practice of compensation for maneuver area use, employed in all New or prospective NATO States, has many pitfalls. Chief among them:

(1) The burden of obtaining (leasing), off-installation maneuver areas rests with US Forces. The owners, including many public entities, bargain with US Real Estate Contracting Officers for terms and price, and US Forces must make direct payments.

(2) The plain language of Article VIII excludes contracts from 75%-25% cost-sharing. The “Maneuver Permits” executed by Real Estate Contracting Officers certainly fit that description. Over the years, this has been invoked by various host nation counterparts as relieving them of cost sharing responsibility. Thus far, there has always been final acquiescence, and the terms of Article 8 applied. Nonetheless, in one instance, Poland refused to accept 25% responsibility for damages made on the margins of a Maneuver Permit area, and insisted it be treated as civil “trespass”, with US Forces obligated to resolve the matter and compensate the owner without Polish Government assistance. Compensation for maneuver space is an issue in need of new address.

(3) As a benchmark for maneuver-associated real estate costs in Eastern Europe, consider Victory Strike III, Poland, 2002. A total of 162 Maneuver Permits were separately title searched, negotiated, executed and paid (mainly in cash)- an investment of several hundred man-hours. Initially budgeted at USD 100 thousand (based on fair market appraisals) the permits were finally negotiated and paid at approximately USD 70 thousand. In Germany the cost would have been zero.

(4) The continuation of direct (or indirect) compensation for the use of maneuver space, as currently practiced, is inefficient, unreliable and will dilute our ability to reach more favorable conditions (as in Germany) in each succeeding year.

d. Way Ahead.

(1) In anticipation of Supplementary Agreement negotiations with Romania, Bulgaria and other high priority stationing/ training locations, existing systems, practices and experiences in Germany should be studied and applied. V (US-GE) Corps Maneuver and Consequence Management’s extensive knowledge, experience and materials are available on demand.

(2) V (US-GE) Corps Maneuver and Consequence Management, ICW USAREUR IOD, will prepare follow-on information products describing and analyzing the maneuver legal regime in Germany, in detail (including the roles and interaction of key US and host nation players) and past and emerging maneuver related lessons learned in Romania and Bulgaria.

**DR NEIL JAMES O’NEILL /DSN 314-370-5592 /Civilian 011-49-6221-575592 /Email g5move4@hq.c5.army.mil
US Forces Executive Agent for Maneuver and V Corps Civilian Deputy ACofS G5**